



City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina
Department of Public Service

LAURA S. CABINESS, PE
Director

**PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on Tuesday, July 11, 2017 to begin at 3:30 p.m. at 1st Floor Conference Room, 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

April 11, 2017 – *DEFERRED*

May 9, 2017 – *DEFERRED*

May 23, 2017 – *DEFERRED*

June 20, 2017 – *DEFERRED*

C. Request to Set a Public Hearing

None

D. Acceptance and Dedication of Rights-of-Way and Easements

None

E. Requests for Permanent Encroachments

None

F. Temporary Encroachments Approved By The Department of Public Service (For information only)

1. **134 Brailsford Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 6/23, 2017.**
2. **1443 Willtown Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 6/23, 2017.**

3. **1435 Willtown Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 6/23, 2017.**
4. **2820 Conservancy Lane** - installing 6-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 6/23, 2016.**
5. **2824 Conservancy Lane** - installing 6-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 6/23, 2016.**
6. **1028 Oak Bluff Avenue** – installing concrete driveway apron encroaching into drainage easement. This encroachment is temporary. **Approved 6/23, 2016.**
7. **1032 Oak Bluff Avenue** – installing concrete driveway apron encroaching into drainage easement. This encroachment is temporary. **Approved 6/23, 2016.**
8. **1048 Oak Bluff Avenue** – installing concrete driveway apron encroaching into drainage easement. This encroachment is temporary. **Approved 6/23, 2016.**
9. **1052 Oak Bluff Avenue** – installing concrete driveway apron encroaching into drainage easement. This encroachment is temporary. **Approved 6/23, 2016.**
10. **26 Church Street** – installing bluestone or brick curb cut and driveway apron to match existing sidewalk. This encroachment is temporary. **Approved 6/23, 2017.**
11. **511 Meeting Street** – installing paver sidewalk encroaching into right-of-way. This encroachment is temporary. **Approved 6/23, 2017.**

G. Miscellaneous or Other New Business

1. Recommendation for stormwater requirements for re-development projects - ongoing. Update on schedule.
2. Approval of a Memorandum of Agreement by and between the City of Charleston and MUSC regarding Doughty Street, Jonathan Lucas Street, and the Medical District Project.
3. Stormwater Design Standards Manual – work authorization #7 under existing Master Agreement for Professional Services with AECOM to update the Stormwater Design Standards Manual and Stormwater Ordinance to comply with the latest State requirements. The revised Manual will focus on improving processes, modernizing stormwater management practices, and engaging with technical professionals during Manual revision (on Ways and Means). For information only.

Councilmember Rodney Williams
Chairperson

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

STATE OF SOUTH CAROLINA) MEMORANDUM OF AGREEMENT
COUNTY OF CHARLESTON)

This Memorandum of Agreement (“MOA”) is entered into this _____ day of _____, 2017, by and between the Medical University of South Carolina (“MUSC”) and the City of Charleston, South Carolina (“City”).

RECITALS

Whereas, by Memorandum of Agreement among the City, MUSC, Roper Saint Francis Hospital, Inc. (“Roper Saint Francis”) and the Ralph H. Johnson Veteran Affairs Medical Center (“VA”), and approved by City Council on December 15, 2015, the parties agreed to undertake the creation of a medical district in the area of the peninsula generally bounded by Lockwood Drive, Alberta Long Lake, Bee Street, Rutledge Avenue and Calhoun Street, wherein certain development regulations and specialized building typologies would be adopted to foster collegial development patterns, and significant infrastructure improvements would be made to facilitate mobility and service delivery by and among the medical providers; and

Whereas, key components of a medical district include interconnectivity among the corresponding medical providers and the integration of the district into the fabric of the City; and

Whereas, the City has control of certain streets within the boundaries of the medical district that, if closed to vehicular traffic, would further pedestrian connectivity among the facilities of the medical providers in the district, provide for a campus-like setting within the district and strengthen the identity of the district to foster its remaining competitive and serve as an economic engine for the region; and

Whereas, the City and MUSC have arrived at an understanding as to the streets that will be closed to vehicular traffic and the terms of the use of such streets by MUSC and execute this Memorandum of Agreement in delineation of that understanding.

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the City and MUSC agree as follows:

1. City Council will undertake the appropriate action to close Doughty Street to vehicular traffic, between Courtenay Drive and President Street, saving and excepting from such closure the southernmost 27 feet of Doughty Street, as it abuts the existing hedge that is on or which abuts property of Roper Hospital, from Courtenay through the intersection of Doughty Street and Ehrhardt Street (“Closed Street I”). The exact location of Closed Street I will not be finalized until after a site visit that includes representatives of MUSC, Roper Saint Francis and the City is undertaken and there is concurrence among all parties

as to the location of Closed Street I. The portion of Doughty Street not closed to vehicular traffic shall provide a public, two-direction drive for vehicles and curb and gutter (but not sidewalks) from Courtenay Street through the intersection of Ehrhardt Street to enable continued vehicular access from Courtenay Street to the Roper Hospital Medical Office Building, Roper Hospital and the Roper Parking Garage from Doughty Street (“Roper Facilities”), and vehicular access from the Roper Facilities to Ehrhardt Street and Courtenay Street. There shall be no on-street parking on the portion of Doughty Street not closed to vehicular traffic. The City shall not be responsible for any costs associated with the providing, siting and construction of the two-direction drive.

The City agrees to assist MUSC in having Jonathan Lucas Street, from President Street to a point just north of the driveway of the MUSC Clinical Sciences Building, closed to vehicular traffic, saving and excepting from closure southernmost 27 feet of Jonathan Lucas Street running from President Street to a point just north of the driveway of the MUSC Clinical Sciences Building (“Closed Street II”). The exact location of Closed Street II will not be finalized until after a site visit that includes representatives of MUSC, Roper Saint Francis and the City is undertaken and there is concurrence among all parties as to the location of Closed Street II. The portion of Jonathan Lucas Street not closed to vehicular traffic shall provide a two-direction drive and curb and gutter (but not sidewalks) and remain publicly accessible to vehicles.. There shall be no on-street parking on the portion of Jonathan Lucas Street not closed to vehicular traffic. The City shall not be responsible for any costs associated with providing, siting or constructing the two-direction drive.

2. City Council will allow MUSC, by way of an encroachment permit or other suitable document, to make improvements to the Closed Street I and Closed Street II to enhance walkability, strengthen pedestrian connectivity, and improve the ambiance of the medical district for those who work and use the services therein. MUSC agrees, prior to presenting any encroachment request of the City, to consult and seek the input of Roper Hospital Management with respect to its proposed encroachments on Closed Street I and Closed Street II and the design thereof.
3. It is acknowledged and understood by MUSC that any such encroachments authorized by the City hereunder, including design and materials, shall be on a case-by-case basis, shall require the approval of the City’s Design Review Committee (or its successor), the Director of Public Service and the Chiefs of the Fire and Police Departments, and in no event shall authorize the construction of a permanent structure on or within the Closed Street I or Closed Street II, unless approved by the City.

4. It is acknowledged and understood by MUSC that any such encroachments as authorized by the City hereunder shall at all times and in all events remain subservient to rights of utility providers having or requiring facilities within the Closed Street I or Closed Street II, such as but not limited to, water, sewer, storm water infrastructure, electricity, cable, telephone and fiber optic, and rights of access by public emergency responders.
5. It is acknowledged and agreed by MUSC that the encroachment agreements as approved under the auspices of this Agreement shall be revocable by the City, upon reasonable notice to MUSC as provided in the encroachment agreement.
6. It is acknowledged and agreed by MUSC that it shall be responsible for any and all repairs, replacements and maintenance of improvements within the Closed Street I and Closed Street II and shall further be responsible for providing security within the Closed Street I and Closed Street II in tandem with security provided to the overall MUSC campus.
7. It is acknowledged and agreed by MUSC that nothing in this Agreement is intended to devolve any property interest to MUSC in the Closed Street I or Closed Street II, and MUSC will not assert any such claim, and that the City reserves the right to reopen any or all of Closed Street I or Closed Street II when deemed to be in the public interest.
8. This Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as
aforewritten.

[signature page follows]

WITNESSES

Medical University of South Carolina

By: _____

Its: _____

City of Charleston

By: _____

Its: _____



City of Charleston

South Carolina


Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

MEMORANDUM

To: Mayor Tecklenburg

From: Laura S. Cabiness, PE, Director of Public Service 

Date: June 26, 2017

Subject: Justification for Revising the Stormwater Design Standards Manual

Design and construction standards, project review process, inspections and enforcement, and overall stormwater management program requirements and implementation are covered in the City's Stormwater Design Standards Manual ("Manual") dated 2013. Since that time, the State of South Carolina has issued a new Construction General Permit (CGP) and a new Small Municipal Separate Storm Sewer System (MS4) Permit, with substantive new requirements, which must be implemented and updated in the City's Manual. In addition, significant growth and development in the City, updates in zoning laws, redevelopment standards, and advances in stormwater management techniques all point toward a need for updating Charleston's Manual. The revised Manual will focus on improving processes, modernizing stormwater management practices, and engaging with technical professionals during Manual revision.

Objectives

- Incorporate key requirements from new SC Construction General Permit (CGP), new SC Small MS4 Permit, and the City's Stormwater Management Program (SWMP).
- Organize Manual to communicate City's stormwater message/worldview.
- Revise Manual to serve as both guidance and instruction, and to be user-friendly for developer community, City staff, and the public.
- Supplement with best of other stormwater design standards, BMP manuals, LID references, etc.
- Improve content, structure, order, format, graphics, and style commensurate with other municipalities in the region.
- Correct inconsistent and confusing terminology and requirements throughout the Manual that lead to gaps in stormwater management requirements.

Benefits

- Improve communications. Less confusion and questions from contractors.
- Stakeholder involvement to develop the best Manual and gain support from the community.
- Improve quality and consistency in design engineer submittals and the City's plan reviews.
- Emphasize modern site design and BMPs for a City undergoing modernization of previously developed areas.
- Ease of use as reference for City staff, training for new staff, and informative for interested public.
- Cohesiveness with City Zoning regulations.
- Implement new CGP, MS4 (and updated City Ordinance).

Focus Areas

- Green infrastructure - Low Impact Development.
- BMPs - more options, prioritization based on site conditions, and improved explanatory text.
- Redevelopment Standards.
- Clarify roles and responsibilities for City, contractors, and streamlined submittal process.
- Sea level rise.